

**REQUEST FOR PROPOSALS FOR THE  
(TEMPORARY) LEASE OF SURPLUS  
STATE REAL PROPERTY  
FOR PARKING USE**



**1.1± acres of land**

**Located between the north side of Bennington Street and the south side of Saratoga Street, under the McLellan Highway Viaduct (Route 1A) in the city of Boston (East Boston)**

**MAY 21, 2007**

**THE COMMONWEALTH OF MASSACHUSETTS**  
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE  
ONE ASHBURTON PLACE  
BOSTON, MASSACHUSETTS 02108

## TABLE OF CONTENTS

Table of Contents.....	2
Section 1: Introduction.....	3
Section 2: Description of the Property.....	3
Section 3: Location Map.....	4
Section 4: Site Plan.....	4
Section 5: Conditions of Lease.....	5
Section 6: Rent and Appraisal.....	5
Section 7: Environmental Notification Form Submittal .....	6
Section 8: Closing Date.....	7
Section 9: Termination, Liquidated Damages .....	7
Section 10: Deposit and Due Diligence Period.....	7
Section 11: Proposal Requirements.....	8
Section 12: Evaluation Criteria.....	8
Section 13: Proposal Submission Information.....	9
Section 14: Correction, Modification or Withdrawal of Proposals.....	10
APPENDIX: Proposal Cover Sheet.....	11

## SECTION 1: INTRODUCTION

The Commonwealth of Massachusetts, acting through the Commissioner of its Division of Capital Asset Management and Maintenance (DCAM), on behalf of its Massachusetts Highway Department (MHD), is issuing this Request for Proposals (RFP) for the lease of surplus state real property located partially under the McLellan Highway Viaduct in the City of Boston, East Boston District.

This lease is authorized by M.G.L. c. 7, s. 40E through 40J and M.G.L. c. 81, s.7E.

Notice of this lease is being published in the Central Register, a weekly publication of the Office of the Secretary of State, and in *The Boston Herald* and *The Boston Business Journal*, a newspaper with a circulation sufficient to inform the people of the affected locality.

Although information regarding the property is from sources deemed reliable, such information has not been verified and no representation is made or implied as to its accuracy.

## SECTION 2: DESCRIPTION OF THE PROPERTY

The property is a irregular parcel of vacant land, containing an area of 1.1± acres, located between the north side of Bennington Street and the south side of Saratoga Street, under the McLellan Highway Viaduct (Route 1A) in the city of Boston, East Boston District (the "Premises"). The Board of Commissioners of the MHD has declared the Premises surplus to highway related purposes.

**LOCATION:** Located between the north side of Bennington Street and the south side of Saratoga Street, under the McLellan Highway Viaduct (Route 1A) in the city of Boston (East Boston).

**SHAPE:** Irregular.

**AREA:** 1.1± acres (47,915± square feet)

**FEATURES:** Paved

**CURRENT USE:** Vacant

**PREMITTED USE:** Parking

**FRONTAGE:** Bennington Street

**UTILITIES:** Unknown

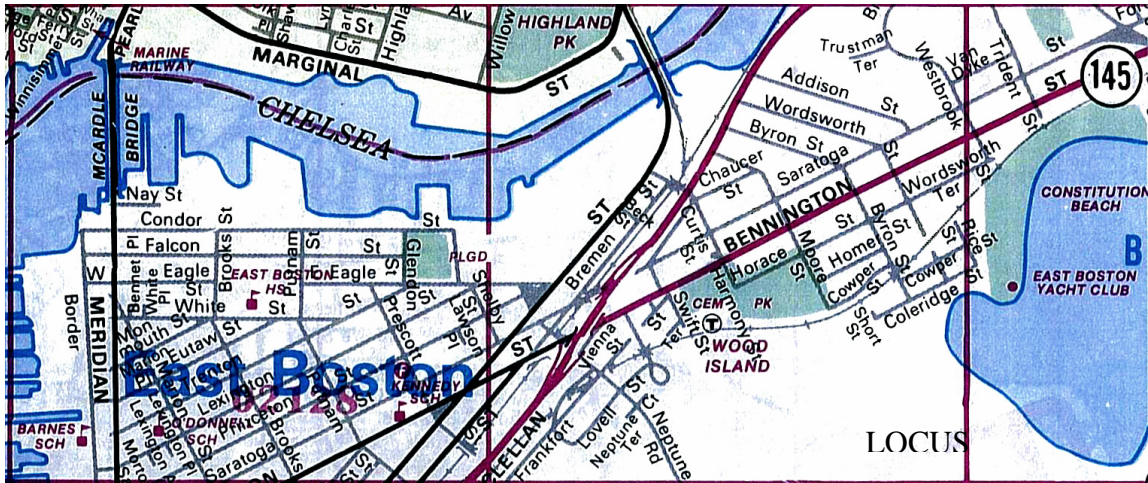
**ZONING:** Economic Development Area (EDA)

**TERM:** 5 year lease, no option to extend

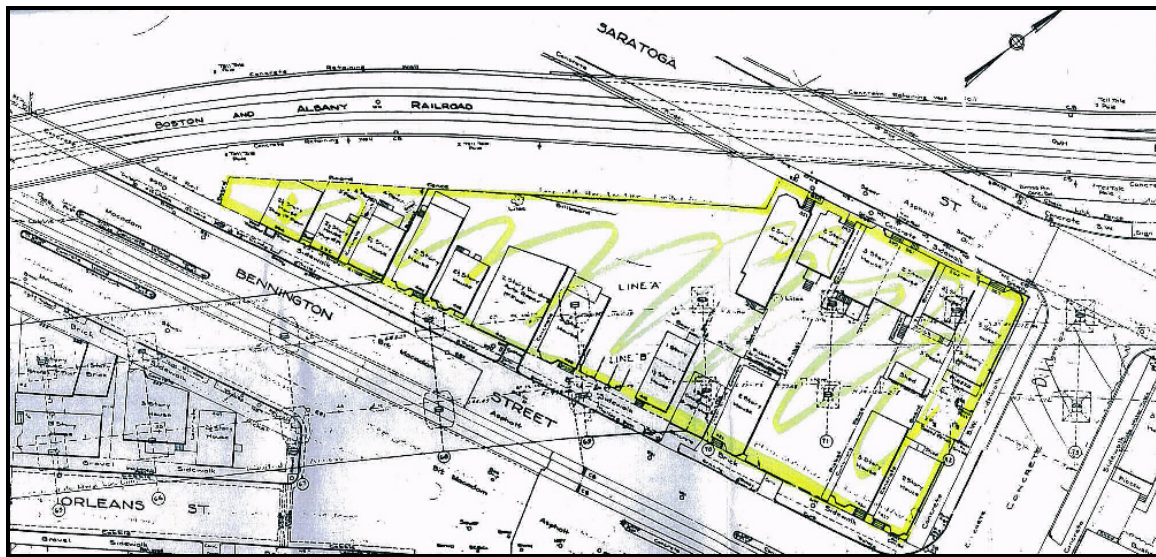
**PLAN:** "PLAN OF ROAD IN THE CITY OF BOSTON, SUFFOLK COUNTY, LAID OUT AS A STATE HIGHWAY BY THE DEPARTMENT OF PUBLIC WORKS," dated September 20, 1949

**LEGISLATION:** Ch. 81 Section 7E

### SECTION 3:- LOCATION MAP



### SECTION 4: – SITE MAP



## **SECTION 5: CONDITIONS OF LEASE**

The Premises will be leased subject to the conditions listed below and to the other conditions specified in this RFP. Other terms and conditions may be included in the Letter of Acceptance issued by the Commonwealth.

- a) The Premises will be leased “as-is” by DCAM’s standard form of lease agreement subject to any and all easements, restrictions and encumbrances of record and subject to any licenses or permits granted to public or private utilities and cable companies.
- b) The selected proponent must provide, at the selected proponent's sole expense, a lease plan of land outlining the area being leased.
- c) The proponent shall comply with the Massachusetts Environmental Policy Act (MEPA) requirements and any other applicable state and federal environmental laws and regulations.
- d) Access shall be maintained on local roads and there shall be no structures in this area.
- e) The proponent shall maintain shall construct and/or maintain a fence surrounding the Premises, and allowing access through gates which may be locked.
- f) The applicant must review of the DEP records regarding the releases on the property.
- g) All recording fees and other costs shall be the responsibility of the proponent.
- h) The selected proponent will be required to execute a disclosure statement in accordance with M.G.L. c. 7, s. 40J.
- i) The lease of the Premises will be consummated after all necessary approvals, permits or licenses, if required for the lease of the premises, are secured from the city of Boston.
- j) The lease of the Premises is subject to the approval by the Federal Highway Administration, if required.

## **SECTION 6: RENT AND APPRAISAL**

DCAM has determined that there is no justification for leasing the Premises at less than their fair market rental value. As used in this RFP, the term “fair market rental value” may mean the value in use to an abutter or such other value as DCAM deems appropriate under the circumstances. DCAM shall determine the fair market rental



value of the Premises on the basis of an independent professional appraisal commissioned by DCAM.

The selected proponent must pay for the independent appraisal in the form of a certified personal check, a cashier's check or a treasurer's check made payable to the "Commonwealth of Massachusetts."

If the fair market rental value of the Premises is determined to be higher than the proponent's proposed price, then the selected proponent may either increase the proposed purchase price to the fair market rental value DCAM or withdraw the proposal in which case there will be no refund of the cost of the appraisal.

The appraisal will be available to the public after DCAM has entered into a final lease.

## **SECTION 7: ENVIRONMENTAL NOTIFICATION FORM SUBMITTAL**

The selected proponent will be required to file the appropriate environmental impact review documents under the Massachusetts Environmental Policy Act ("MEPA") if the selected proponent intends to undertake a project or use on the Premises that meets or exceeds any review thresholds under the MEPA regulations at 301 C.M.R. 11.00. It is the selected proponent's plans for the Premises, whether they trigger any MEPA review thresholds that will determine whether the selected proponent must file with MEPA.

Prior to the delivery of the lease agreement to the Premises, the selected proponent will be required to comply with MEPA. The selected proponent may be required to complete the MEPA process in connection with any project the selected proponent may intend to undertake on the Premises that triggers a MEPA review threshold, before delivery of the lease agreement. If the selected proponent has done so, then prior to the delivery of the lease agreement, the selected proponent will be required to provide DCAM with evidence (1) that the selected proponent has filed the required documents with, and made the required disclosures to, the MEPA Office and (2) that the selected proponent has received a Certificate from the Secretary of Environmental Affairs determining that the selected proponent has satisfied all applicable MEPA requirements. Alternatively, if the selected proponent has not satisfied all MEPA requirements prior to the delivery of the lease agreement, then the selected proponent will be required to execute an agreement certifying to DCAM that we have informed the selected proponent of the effect of the selected proponent's acquisition on the scope of any MEPA review of the selected proponent's proposed project, and agreeing as part of the consideration for the lease agreement, to comply with the MEPA requirements before beginning any activities on the Premises.

All MEPA filings and related analysis shall be prepared at the selected proponent's expense.

## **SECTION 8: CLOSING DATE**

**The closing date for the lease shall be set by the MHD, but will be no later than one hundred and eighty (180) days from the date of the Letter of Acceptance.**

## **SECTION 9: TERMINATION, LIQUIDATED DAMAGES**

**Failure of the proponent to comply with the terms of this RFP and the Letter of Acceptance shall entitle DCAM to terminate the lease and to retain the proponent's deposit as liquidated damages.** DCAM may thereafter in its sole discretion solicit further bids from a group of the next highest proponents alone, from all proponents who have submitted bids, or from the public at large, all upon such terms as DCAM in its sole discretion shall determine. DCAM may also in its sole discretion extend the proponent's time for closing if it deems that such an extension is in the interests of the Commonwealth.

## **SECTION 10: DEPOSIT AND DUE DILIGENCE PERIOD**

Once proposals are received and reviewed and a selection decision is made by DCAM's Commissioner, the selected proponent will receive a Letter of Acceptance that will articulate the terms and conditions of the lease. A copy of this letter signed by the proponent together with a deposit representing ten percent (10%) of the price offered by the proponent must be submitted to DCAM within five (5) business days after issuance of the Letter of Acceptance. **The deposit must be paid in the form of a certified personal check, a cashier's check or a treasurer's check, and must be made payable to the order of the Commonwealth of Massachusetts.**

The deposit must be increased to 10% of the actual rent if the proposed rent is raised as a result of the appraisal and determination of fair market rental value.

The deposit will not be held in an interest bearing account and will only be refundable for a sixty (60) day period ("the due diligence period") which will immediately commence upon the selected proponent's execution of the Letter of Acceptance. The deposit will be refunded if the proponent withdraws its proposal in writing prior to the expiration of the 60 day due diligence period **Failure by the selected proponent to notify DCAM in writing of the proponent's withdrawal of the proposal prior to the expiration of the due diligence period will result in the deposit becoming nonrefundable.**

At the closing for the lease of the Premises, the selected proponent's deposit will be applied to the accepted rent for the Premises.

If the selected proponent withdraws its proposal or fails to complete the obligations specified in the Letter of Acceptance within one hundred eighty (180) days of the

date of the Letter of Acceptance, then, at the election of DCAM, the Commonwealth may retain the deposit as liquidated damages for breach of the proponent's obligation to lease the Premises.

## **SECTION 11: PROPOSAL REQUIREMENTS**

DCAM is requesting proposals from any individual or entity that is capable of complying with the terms, conditions, and restrictions contained herein.

The following information must be included in the proposal:

- 1) A brief description of the proposed use of the Premises.
- 2) The proposed rent for the Premises.
- 3) The name, address and telephone number of the proponent or a representative authorized to act on behalf of the proponent.
- 4) If the proponent is not an individual doing business under his or her own name, the proposal must describe the legal status of the entity (for example: a for-profit, a not-for-profit or a charitable institution, a partnership, a limited partnership, a corporation, a business association, a joint venture, a department of the federal, or state or local government). The proponent must identify all partners or co-venturers participating in the lease. The proponent must indicate the legal jurisdiction under which the individual or entity is organized and operating.

The attached proposal cover sheet must be completed, signed and submitted.

## **SECTION 12: EVALUATION CRITERIA**

DCAM shall evaluate proposals to lease the Premises based on the following criteria:

- (a) the proposed rent for the Premises; (b) the compatibility of the proposed use with the restrictions, terms and conditions contained herein; and (c) any potential or expected public benefit from the proposed use.

DCAM reserves the right to cancel this RFP, to reject any or all proposals, or to solicit further offers from the proposing parties if it deems such action to be in the best interest of the Commonwealth. In its selection of a proposal, DCAM reserves the right to negotiate with any or all proponents (including without limitation by negotiating all or portions of different proposals or by requesting additional offers from any or all proponents), and to waive requirements of the RFP if it is in the interest of the Commonwealth to do so.



At the conclusion of the evaluation process, DCAM will select a proponent to lease the Premises and notify the selected proponent in writing with a Letter of Acceptance.

**SECTION 13: PROPOSAL SUBMISSION INFORMATION**

**THE PROPOSAL SUBMISSION DEADLINE IS 5:00 PM ON MONDAY  
JUNE 30, 2008 AT 5:00P.M.**

Please follow all instructions stated herein and in the proposal cover sheet before submitting a proposal. If there is a need for additional information, please call Thatiana J. Gibson, Project Manager at (617) 727-8090, ext. 588.

The original proposal and one copy of the proposal must be **sealed** in an envelope or some other secure package bearing a return name and address and addressed and marked as shown in the example below:

**Your Return Address**



**SEALED PROPOSAL – EAST BOSTON  
Office of Real Estate Management  
Division of Capital Asset Management  
One Ashburton Place, Room 1505 Boston, MA 02108**

**PROPOSALS NOT BE OPENED UNTIL 5:00 PM ON  
MONDAY JUNE 30, 2008**

**If sent via Express Mail, Federal Express or similar courier, the proposal must be in a sealed inner envelope addressed and marked as shown above.**

**Proposals received by DCAM after the submission deadline shall be deemed non-responsive, refused and returned to the respective proponents.** Proponents are cautioned to allow sufficient time for their proposals to be received by DCAM.

**Facsimiles or FAXES of proposals will not be accepted.**

A firm deadline is necessary to ensure fairness to all proponents.

#### **SECTION 14: CORRECTION, MODIFICATION OR WITHDRAWAL OF PROPOSALS**

DCAM shall accept proposals without alteration or correction, except as provided in this RFP. A proponent may correct, modify or withdraw a proposal by written notice to DCAM at the address listed above prior to the time and date set for the opening of proposals. After the opening of proposals, a proponent may not change the proposal or any provision of the proposal in a manner prejudicial to the interests of DCAM or fair competition. DCAM may waive minor informalities or allow a proponent to correct such minor informalities. If a mistake and the intended proposal are clearly evident on the face of the proposal document, DCAM may correct the mistake to reflect the intended correct proposal and so notify the proponent in writing and the proponent may not withdraw the proposal. A proponent may withdraw a proposal if a mistake is clearly evident on the face of the proposal document but the intended correct proposal is not similarly evident.

**PROPOSAL COVER SHEET  
FOR THE (TEMPORARY) LEASE OF SURPLUS  
STATE REAL PROPERTY  
LOCATED IN THE CITY OF BOSTON (EAST BOSTON)**

Description: Example: The property consists of 1.1 +/- acres of vacant land located between the north side of Bennington Street and the south side of Saratoga Street, under the McLellan Highway Viaduct (Route 1A) in the city of Boston (East Boston) (the "Premises").

The proposed rent for the Premises is:

\$ \_\_\_\_\_  
(type or hand-print the amount in words)

The proposed use for the Premises is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On a separate page(s), describe the proposed use for the Premises and include any and all relevant information as required by the Request for Proposals (RFP). Be specific in describing the legal status of the proponent entity, the jurisdiction under which it is organized and operating and the identity of partners and co-venturers participating in the lease.

The undersigned individual or authorized representative of an entity, as appropriate, hereby attests to a full understanding of the restrictions, terms and conditions regarding the lease of and use of the Premises as outlined in the RFP and agrees to comply with said restrictions, terms and conditions.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

PRINT NAME:

\_\_\_\_\_  
ENTITY:

\_\_\_\_\_  
MAILING ADDRESS:

\_\_\_\_\_  
TELEPHONE NUMBER:  
\_\_\_\_\_